

CAUSE NO. \_\_\_\_\_

**ROBERT O. AND ALICE J.  
WALLRATH**  
**Plaintiffs,**

**v.**

**PROPERTY & CASUALTY  
INSURANCE COMPANY OF  
HARTFORD**  
**Defendant.**

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**IN THE DISTRICT COURT OF**

**HARRIS COUNTY, TEXAS**

\_\_\_\_ **JUDICIAL DISTRICT**

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**PLAINTIFFS' ORIGINAL PETITION**

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TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, ROBERT O. AND ALICE J. WALLRATH, (hereinafter referred to as "Plaintiffs"), and file this *Plaintiffs' Original Petition*, complaining of PROPERTY & CASUALTY INSURANCE COMPANY OF HARTFORD ("Hartford" or "Defendant"), and for cause of action, Plaintiffs would respectfully show this honorable Court the following:

**DISCOVERY CONTROL PLAN**

1. Plaintiffs intend discovery in this case be conducted under the provisions of Texas Rule of Civil Procedure 190.4 (Level 3), and request that the Court enter an appropriate scheduling order.

**PARTIES**

2. Plaintiffs are husband and wife residing in Harris County, Texas.

3. Defendant is a foreign insurance company registered with the Texas Department of Insurance engaging in the business of insurance in the State of Texas. The Defendant may be served with process by serving its appointed registered agent CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201 via certified mail return receipt requested.

### **JURISDICTION AND VENUE**

4. The Court has jurisdiction over this cause of action because the amount in controversy is within the jurisdictional limits of the Court. Plaintiff is seeking monetary relief over \$250,000 but not over \$500,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorneys' fees. Plaintiffs reserve the right to amend the petition during or after the discovery process.

5. The Court has jurisdiction over Defendant because this Defendant engages in the business of insurance in the State of Texas, and Plaintiffs' causes of action arise out of this Defendant's business activities in the State of Texas.

6. Venue is proper in Harris County, Texas, because the insured property at issue is situated in this county and the events giving rise to this lawsuit occurred in this county.

### **FACTS**

7. Plaintiffs are the owner of insurance policy 55RBD277716 (hereinafter the "Policy"), which was issued by Defendant.

8. Plaintiffs own the insured property, which is specifically located at 7422 Nodding Pines Ln, Houston, Texas (hereinafter the "Property").

9. Defendant sold the Policy to Plaintiffs, insuring the Property.

10. On or about August 25-29, 2017, a windstorm caused severe damage to the insured Property.

11. Plaintiffs submitted a claim to Defendant against the Policy for damages that the Property sustained as a result of the windstorm. Upon information and belief, Defendant assigned a numbered claim. The claim number assigned was Y34 DP 74103.

12. Plaintiffs asked that Defendant cover the cost of repairs to the Property, pursuant to the Policy.

13. Defendant set about to deny and/or underpay on properly covered damages. As a result of Defendant's unreasonable investigation of the claim, including not providing full coverage for the damages sustained by Plaintiffs, as well as under-scoping the damages during its investigation and thus denying adequate and sufficient payment to Plaintiffs to repair the Property, Plaintiffs' claim was improperly adjusted. The mishandling of Plaintiffs' claim has also caused a delay in Plaintiffs' ability to fully repair the Property, which has resulted in additional damages. To this date, Plaintiffs have yet to receive the full payment to which they are entitled under the Policy.

14. As detailed in the paragraphs below, Defendant wrongfully denied Plaintiffs' claim for repairs of the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiffs. Furthermore, Defendant underpaid some of Plaintiffs' claims by not providing full coverage for the damages sustained by Plaintiffs, as well as under-scoping the damages during its investigation.

15. To date, Defendant continues to delay in the payment for the damages to the Property. As such, Plaintiffs have not been paid in full for the damages to the Property.

16. Defendant failed to perform its contractual duties to adequately compensate Plaintiffs under the terms of the Policy. Specifically, it refused to pay the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged Property, and all conditions precedent to recovery upon the Policy had been carried out and accomplished by the Plaintiffs. Defendant's conduct constitutes a breach of the insurance contract between Defendant and Plaintiffs.

17. Defendant misrepresented to Plaintiffs that certain damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. Defendant's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a)(1).

18. Defendant failed to make an attempt to settle Plaintiffs' claim in a fair manner, although they were aware of their liability to Plaintiffs under the Policy. Defendant's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a)(2)(A).

19. Defendant failed to explain to the Plaintiffs the reasons for their offer of an inadequate settlement. Specifically, Defendant failed to offer Plaintiffs adequate compensation, without any or adequate explanation why full payment was not being made. Furthermore, Defendant did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did they provide any or adequate explanation for the failure to adequately settle Plaintiffs' claim. Defendant's conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a)(3).

20. Defendant failed to affirm or deny coverage of Plaintiffs' claim within a reasonable time. Specifically, Plaintiffs did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from Defendant. Defendant's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a)(4).

21. Defendant refused to fully compensate Plaintiffs, under the terms of the Policy, even though Defendant failed to conduct a reasonable investigation. Specifically, Defendant performed an outcome-oriented investigation of Plaintiffs' claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiffs' losses on the Property. Defendant's conduct constitutes a

violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a)(7).

22. Defendant failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiffs' claim, beginning an investigation of Plaintiffs' claim, and requesting all information reasonably necessary to investigate Plaintiffs' claim, within the statutorily mandated time of receiving notice of Plaintiffs' claim. Defendant's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code §542.055.

23. Defendant failed to accept or deny Plaintiffs' full and entire claim within the statutorily mandated time of receiving all necessary information. Defendant's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code §542.056.

24. Defendant failed to meet its obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, it has delayed full payment of Plaintiffs' claim longer than allowed and, to date, Plaintiffs have not received full payment for the claim. Defendant's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code §542.058.

25. From and after the time Plaintiffs' claim was presented to Defendant, the liability of Defendant to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Defendant has refused to pay Plaintiffs in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. Defendant's conduct constitutes a breach of the common law duty of good faith and fair dealing.

26. Defendant knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiffs.

27. As a result of Defendant's wrongful acts and omissions, Plaintiffs were forced to retain the professional services of the attorney and law firm for representation with respect to these causes of action.

### **CAUSES OF ACTION**

28. Defendant is liable to Plaintiffs for intentional breach of contract, as well as intentional violations of the Texas Insurance Code and Deceptive Trade Practices Act, intentional breach of the common law duty of good faith and fair dealing, and common law fraud.

### **BREACH OF CONTRACT**

29. The Policy is a valid, binding, and enforceable contract between Plaintiffs and Defendant.

30. Defendant's conduct constitutes a breach of the insurance contract made between Defendant and Plaintiffs.

31. Defendant's failure and/or refusal, as described above, to pay the adequate compensation as it is obligated to do under the terms of the Policy in question, and under the laws of the State of Texas, constitutes a breach of Defendant's insurance contract with Plaintiffs.

32. The Defendant's breach proximately caused Plaintiffs' injuries and damages.

33. All conditions precedent required under the Policy have been performed, excused, waived, or otherwise satisfied by the Plaintiffs.

### **NONCOMPLIANCE WITH TEXAS INSURANCE CODE: UNFAIR SETTLEMENT PRACTICES**

34. Defendant's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a). All violations under this article are made actionable by Tex. Ins. Code §541.151.

35. Defendant's unfair settlement practice, as described above, of misrepresenting to Plaintiffs material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(1).

36. Defendant's unfair settlement practices, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though Defendant's liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(2)(A).

37. Defendant's unfair settlement practices, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(3).

38. Defendant's unfair settlement practices, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(4).

39. Defendant's unfair settlement practices, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(7).

40. Each of the foregoing unfair settlement practices were completed knowingly by the Defendant, and were a producing cause of Plaintiffs' injuries and damages.

**NONCOMPLIANCE WITH TEXAS INSURANCE CODE:  
THE PROMPT PAYMENT OF CLAIMS**

41. The Claim is a claim under an insurance policy with the Defendant of which Plaintiffs gave proper notice. The Defendant is liable for the Claim. Defendant's conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by Tex. Ins. Code §542.060.

42. Defendant's failure to acknowledge receipt of Plaintiffs' claim, commence investigation of the claim, and/or request from Plaintiffs all items, statements, and forms that it reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-prompt payment of claims and a violation of Tex. Ins. Code §542.055.

43. Defendant's failure to notify Plaintiffs, in writing, of its acceptance or rejection of the claim within the applicable time constraints, constitutes a non-prompt payment of the claim. Tex. Ins. Code §542.056.

44. Defendant's delay of the payment of Plaintiffs' claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for, as described above, constitutes a non-prompt payment of the claim. Tex. Ins. Code §542.058.

45. Each of the foregoing unfair settlement practices were completed knowingly by the Defendant, and were a producing cause of Plaintiffs' injuries and damages.

**BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

46. The Defendant breached the common law duty of good faith and fair dealing owed to Plaintiffs by denying or delaying payment on the Claim when Defendant knew or should have known that liability was reasonably clear.

47. Defendant's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiffs' claim, although, at that time, Defendant knew or should have known by the



exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

48. Defendant's conduct proximately caused Plaintiffs' injuries and damages.

**VIOLATION OF TEXAS DECEPTIVE TRADE PRACTICES ACT**

49. Defendant's conduct violated the Texas Deceptive Trade Practices Act, TEX. BUS. & COM. CODE § 17.41, et seq. (hereinafter the "DTPA") by engaging in "false, misleading or deceptive acts and practices."

50. Plaintiffs are "consumers" in that Plaintiffs acquired goods and/or services by purchase, and the goods and/or services form the basis of this action.

51. The Defendant committed numerous violations of the Texas DTPA, insofar as Defendant:

- a) Represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have;
- b) Represented that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law;
- c) Failed to disclose information concerning goods or services which was known at the time of the transaction when such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed;
- d) Generally engaged in unconscionable courses of action while handling the Claim; and/or
- e) Violated the provisions of the Texas Insurance Code described herein.

52. The Defendant took advantage of the Plaintiffs' lack of knowledge, ability, experience or capacity to a grossly unfair degree and to the Plaintiffs' detriment. The Defendant's acts also resulted in a gross disparity between the value received and the consideration paid in a transaction involving the transfer of consideration. As a result of the Defendant's violations of the DTPA, Plaintiffs suffered actual damages. In addition, the Defendant committed the above acts knowingly and/or intentionally, entitling Plaintiffs to three times Plaintiffs' damages for economic relief.

### **DAMAGES**

53. Upon the trial of this case, it shall be shown Plaintiffs sustained damages as a result of Defendant's conduct. Plaintiffs respectfully request the Court and jury award the amount of loss Plaintiffs have incurred in the past and will incur in the future. There are certain elements of damages to be considered separately and individually for the purpose of determining the sum of money that would fairly and reasonably compensate Plaintiffs for injuries, damages, and losses, incurred and to be incurred. From the date of the occurrence in question until the time of trial of this cause, Plaintiffs seek every element of damage allowed by Texas law with respect to the causes of action mentioned above, including but not limited to Plaintiffs' actual damages, policy benefits, pre-judgment interest, post-judgment interest, consequential damages, court costs, attorneys' fees, treble damages, statutory interest, and exemplary damages.

54. Plaintiffs would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiffs.

55. The damages caused by the windstorm have not been properly addressed or repaired in the months since the storm, causing further damages to the Property, and causing undue hardship and burden to Plaintiffs. These damages are a direct result of Defendant's mishandling of Plaintiffs' claim in violation of the laws set forth above.

56. For breach of contract, Plaintiffs are entitled to regain the benefit of the bargain, which is the amount of the claim, together with attorney's fees and pre-judgment interest.

57. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiffs are entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, mental anguish, court costs, and attorney's fees. For knowing conduct of the acts described above, Plaintiffs ask for three times actual damages. TEX. INS. CODE §541.152.

58. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiffs are entitled to the claim amount, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.

59. For breach of the common law duty of good faith and fair dealing, Plaintiffs are entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages, and damages for emotional distress.

60. For violations of the Deceptive Trade Practices Act, Plaintiffs are entitled to recover actual damages and up to three times Plaintiffs' damages for economic relief, along with attorney's fees, interest and court costs.

61. For the prosecution and collection of this claim, Plaintiffs have been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiffs are entitled to recover a sum for the reasonable and necessary services of Plaintiffs' attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

62. Plaintiffs are not making any claims for relief under federal law.

#### **JURY DEMAND**

63. Plaintiffs request a jury trial, and have tendered any and all requisite fees for such along with the filing of this *Plaintiffs' Original Petition*.

#### **REQUEST FOR DISCLOSURE**

64. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Defendant is requested to disclose, within fifty (50) days of service of this request, the information described in Rule 194.2(a)-(l).

**PRAYER**

WHEREFORE, Plaintiffs respectfully request that final judgment be rendered for the Plaintiffs as follows:

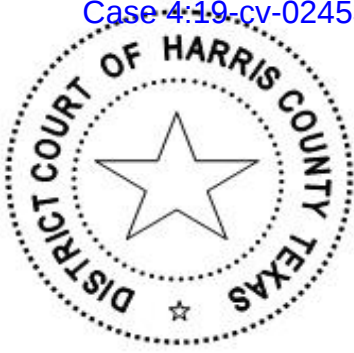
- 1) Judgment against Defendant for actual damages in an amount to be determined by the jury;
- 2) Statutory benefits;
- 3) Treble damages;
- 4) Exemplary and punitive damages;
- 5) Pre-judgment interest as provided by law;
- 6) Post-judgment interest as provided by law;
- 7) Attorneys' fees;
- 8) Costs of suit;
- 9) Such other and further relief to which Plaintiffs may be justly entitled.

Respectfully Submitted,

By: 

Shaun W. Hodge  
Texas Bar No. 24052995  
**The Hodge Law Firm, PLLC**  
Old Galveston Square Building  
2211 Strand, Suite 302  
Galveston, Texas 77550  
Telephone: (409) 762-5000  
Facsimile: (409) 763-2300  
Email: shodge@hodgefirm.com

ATTORNEY FOR PLAINTIFFS



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this July 8, 2019

Certified Document Number: 85692869 Total Pages: 12

Marilyn Burgess, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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**Marilyn Burgess**

HARRIS COUNTY DISTRICT CLERK

201 Caroline | P.O. Box 4651 | Houston, Texas 77210-4651 | 832-927-5800 | www.hcdistrictclerk.com

6/12/2019 11:11:49 AM  
 Marilyn Burgess - District Clerk  
 Harris County  
 Envelope No: 34308913  
 By: HUTCHINSON, MIAEDA A  
 Filed: 6/12/2019 11:11:49 AM

**Request for Issuance of Service**

CASE NUMBER: \_\_\_\_\_ CURRENT COURT: \_\_\_\_\_

Name(s) of Documents to be served: PLAINTIFFS' ORIGINAL PETITIONFILE DATE: June 12, 2019 Month/Day/Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

Issue Service to: PROPERTY & CASUALTY INSURANCE COMPANY OF HARTFORDAddress of Service: 1999 Bryan Street, Suite 900City, State & Zip: Dallas, Texas 75201Agent (if applicable) CT Corporation System

TYPE OF SERVICE/PROCESS TO BE ISSUED: (Check the proper Box)

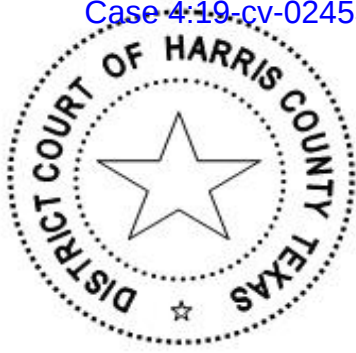
- ☒ Citation ☐ Citation by Posting ☐ Citation by Publication ☐ Citations Rule 106 Service  
☐ Citation Scire Facias Newspaper \_\_\_\_\_  
☐ Temporary Restraining Order ☐ Precept ☐ Notice  
☐ Protective Order  
☐ Secretary of State Citation (\$12.00) ☐ Capias (not an E-Issuance) ☐ Attachment  
☐ Certiorari ☐ Highway Commission (\$12.00)  
☐ Commissioner of Insurance (\$12.00) ☐ Hague Convention (\$16.00) ☐ Garnishment  
☐ Habeas Corpus ☐ Injunction ☐ Sequestration  
☐ Subpoena  
☐ Other (Please Describe) \_\_\_\_\_

(See additional Forms for Post Judgment Service)

**SERVICE BY (check one):**

- ☐ ATTORNEY PICK-UP (phone) \_\_\_\_\_ ☐ E-Issuance by District Clerk  
☐ MAIL to attorney at: \_\_\_\_\_ (No Service Copy Fees Charged)  
☐ CONSTABLE *Note: The email registered with EfileTexas.gov must be used to retrieve the E-Issuance Service Documents.*  
☒ CERTIFIED MAIL by District Clerk Visit [www.hcdistrictclerk.com](http://www.hcdistrictclerk.com) for more instructions.  
☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: \_\_\_\_\_ Phone: \_\_\_\_\_  
☐ OTHER, explain \_\_\_\_\_

Issuance of Service Requested By: Attorney/Party Name: Shaun W. Hodge Bar # or ID 24052995Mailing Address: 2211 Strand Street, Suite 302Phone Number: 409-762-5000 - Old Galveston Square Bldg.



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this July 8, 2019

Certified Document Number: 85692870 Total Pages: 1

Marilyn Burgess, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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7018 1130 0002 1905 3717 P-2

CAUSE NO. 201940359

RECEIPT NO.

75.00

CTM

\*\*\*\*\*

TR # 73635958

PLAINTIFF: WALLRATH, ROBERT O  
vs.

DEFENDANT: PROPERTY & CASUALTY INSURANCE COMPANY OF HARTFORD

In The 270th  
Judicial District Court  
of Harris County, Texas  
270TH DISTRICT COURT  
Houston, TX

CITATION (CERTIFIED)

THE STATE OF TEXAS  
County of Harris

TO: PROPERTY & CASUALTY INSURANCE COMPANY OF HARTFORD (FOREIGN INSURANCE  
COMPANY) MAY BE SERVED THROUGH ITS REGISTERED AGENT  
CT CORPORATION SYSTEM

1999 BRYAN STREET SUITE 900 DALLAS TX 75201

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 12th day of June, 2019, in the above cited cause number  
and court. The instrument attached describes the claim against you.

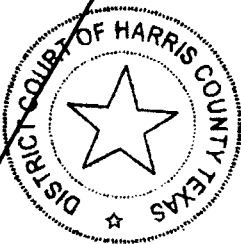
YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a  
written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday  
next following the expiration of 20 days after you were served this citation and petition,  
a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 13th day of June, 2019, under my hand and  
seal of said Court.

Issued at request of:

HODGE, SHAUN WESLEY  
2211 STRAND, SUITE 302  
GALVESTON, TX 77550  
Tel: (409) 762-5000  
Bar No.: 24052995



*Marilyn Burgess*

MARILYN BURGESS, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
(P.O. Box 4651, Houston, Texas 77210)

Generated By: HUTCHINSON, MIAEDA A CCG//11252620

CLERK'S RETURN BY MAILING

Came to hand the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and executed by  
mailing to Defendant certified mail, return receipt requested, restricted delivery, a true  
copy of this citation together with an attached copy of  
PLAINTIFF'S ORIGINAL PETITION  
to the following addressee at address:

ADDRESS

Service was executed in accordance with Rule 106  
(2) TRCP, upon the Defendant as evidenced by the  
return receipt incorporated herein and attached  
hereto at

on \_\_\_\_\_ day of \_\_\_\_\_,  
by U.S. Postal delivery to \_\_\_\_\_

This citation was not executed for the following  
reason: \_\_\_\_\_

MARILYN BURGESS, District Clerk  
Harris County, TEXAS

By \_\_\_\_\_, Deputy

RECORDER'S MEMORANDUM  
This instrument is of poor quality  
at the time of imaging.

\*73635958\*



CAUSE NO. 201940359

RECEIPT NO. 75.00 CTM  
\*\*\*\*\* TR # 73635958

PLAINTIFF: WALLRATH, ROBERT O vs. In The 270th  
DEFENDANT: PROPERTY & CASUALTY INSURANCE COMPANY OF HARTFORD Judicial District Court  
of Harris County, Texas  
270TH DISTRICT COURT  
Houston, TX

CITATION (CERTIFIED)  
THE STATE OF TEXAS  
County of Harris

TO: PROPERTY & CASUALTY INSURANCE COMPANY OF HARTFORD (FOREIGN INSURANCE  
COMPANY) MAY BE SERVED THROUGH ITS REGISTERED AGENT  
CT CORPORATION SYSTEM

1999 BRYAN STREET SUITE 900 DALLAS TX 75201

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 12th day of June, 2019, in the above cited cause number  
and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a  
written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday  
next following the expiration of 20 days after you were served this citation and petition,  
a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 13th day of June, 2019, under my hand and  
seal of said Court.

Issued at request of:  
HODGE, SHAUN WESLEY  
2211 STRAND, SUITE 302  
GALVESTON, TX 77550  
Tel: (409) 762-5000  
Bar No.: 24052995



*Marilyn Burgess*  
MARILYN BURGESS, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
(P.O. Box 4651, Houston, Texas 77210)

Generated By: HUTCHINSON, MIAEDA A CCG//11252620

CLERK'S RETURN BY MAILING

Came to hand the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and executed by  
mailing to Defendant certified mail, return receipt requested, restricted delivery, a true  
copy of this citation together with an attached copy of  
PLAINTIFF'S ORIGINAL PETITION  
to the following addressee at address:

\_\_\_\_\_  
  
\_\_\_\_\_  
(a) ADDRESSEE  
  
\_\_\_\_\_

ADDRESS  
  
Service was executed in accordance with Rule 106  
(2) TRCP, upon the Defendant as evidenced by the  
return receipt incorporated herein and attached  
hereto at

on \_\_\_\_\_ day of \_\_\_\_\_,  
by U.S. Postal delivery to \_\_\_\_\_

This citation was not executed for the following  
reason: \_\_\_\_\_

MARILYN BURGESS, District Clerk  
Harris County, TEXAS  
  
By \_\_\_\_\_, Deputy



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this July 8, 2019

Certified Document Number: 85752860 Total Pages: 2

Marilyn Burgess, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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2019-40359

7018 1130 0002 1905 3717

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Domestic Mail Only

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**OFFICIAL USE**

Certified Mail Fee \$ 2.50

Extra Services & Fees (check box, add fee if applicable)

☐ Return Receipt (hardcopy)  
☐ Return Receipt (electronic)  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required  
☐ Adult Signature Restricted Delivery \$

Postage 1.30  
7.60

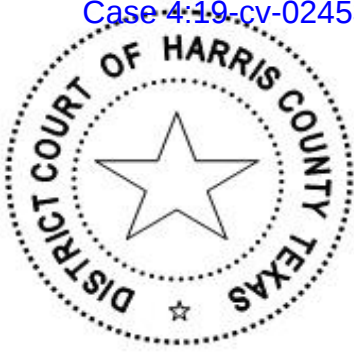
**RECEIVED**  
JUN 14 2019  
MR

Postmark Here

**Marilyn Burgess**  
District Clerk  
PROPERTY & CASUALTY INSURANCE COMPANY OF  
HARTFORD  
c/o CT CORPORATION SYSTEM  
1999 BRYAN STREET SUITE 900  
DALLAS TX 75201

PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions

06-14-19



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this July 8, 2019

Certified Document Number: 85814772 Total Pages: 1

Marilyn Burgess, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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